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6 | Attorney for Plaintiff
Epson America, Inc.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

EPSON AMERICA, INC.

Case No.: 8:25-cv-00039-JVS-KES

Plaintiff,

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

V.

NOMVDIC CORPORATION,

[Discovery Document: Referred to Magistrate Judge Karen E. Scott]

Defendant.

Whereas, Plaintiff Epson America, Inc (“Epson” or “Plaintiff”) and Defendant Nomvdic Corporation (“Nomvdic” or “Defendant”) (collectively, the “Parties”) have stipulated, through their undersigned counsel and pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, to the terms of this Stipulated Protective Order (the “Order”) for the exchange of information as part of settlement negotiations and/or handling of discovery materials that may be subject to treatment as confidential under applicable law in the above-captioned case (the “Action”).

I. PURPOSES AND LIMITATIONS

A. The exchange of information between the parties as part of settlement negotiations and/or discovery in this action is likely to involve production of confidential, proprietary, trade secret, or otherwise private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all information and/or disclosures or responses to discovery, and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

II. GOOD CAUSE STATEMENT

A. This action involves confidential business and/or financial information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such information

1 may consist of, among other things, confidential business and/or financial
2 information related to each company's profits and sales, trade secret
3 information, and/or other proprietary information such as customer lists,
4 valuable research, marketing plans and materials, strategic financial
5 information, forecasts, and/or other development, commercial, financial,
6 technical, and/or proprietary information which is information otherwise
7 generally unavailable to the public or which may be privileged or otherwise
8 protected from disclosure under state or federal statutes, court rules, case
9 decisions, or common law. The disclosure of such information may result in
10 irreparable harm to the Parties or third parties by revealing confidential strategic
11 business information to the public, including the Parties' competitors, and/or
12 revealing other confidential information that is protected from disclosure as a
13 matter of law and/or by contract. Accordingly, to expedite the flow of
14 information for settlement purposes and/or the discovery process, and to
15 adequately protect information the parties are entitled to keep confidential, a
16 protective order for such information is justified in this matter. It is the intent
17 of the parties that information will not be designated as confidential for tactical
18 reasons and that nothing be so designated without a good faith belief that it has
19 been maintained in a confidential, non-public manner, and there is good cause
20 why it should not be part of the public record of this case.

21 **III. DEFINITIONS**

- 22 A. Action: The above captioned pending federal lawsuit.
23 B. Challenging Party: A Party or Non-Party that challenges the designation
24 of information or items under this Order.
25 C. "CONFIDENTIAL" Information or Items: Information (regardless of
26 how it is generated, stored or maintained) or tangible things that qualify
27 for protection under Federal Rule of Civil Procedure 26(c) and as
28 specified above in the Good Cause Statement.

- 1 D. Counsel: Counsel of Record (as well as their support staff).
- 2 E. Designating Party: A Party or Non-Party that designates information or
3 items that it shares as part of settlement negotiations as
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
5 EYES ONLY.”
- 6 F. Discovery Material: All items or information, regardless of the medium
7 or manner in which it is generated, stored, or maintained, that are
8 produced or generated in disclosures or responses to discovery in this
9 matter.
- 10 G. Expert: A person with specialized knowledge or experience in a matter
11 pertinent to the litigation who: (1) has been retained by a Party or its
12 counsel to serve as an expert witness or as a consultant in this Action; (2)
13 is not a past or current employee of a Party; (3) is not a current employee
14 of a Party’s competitor; and (4) at the time of retention is not anticipated
15 to become an employee of a Party or a Party’s competitor.
- 16 H. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
17 Information or Items: extremely sensitive “Confidential Information or
18 Items,” disclosure of which to another Party or Non-Party would create a
19 substantial risk of serious harm that could not be avoided by less
20 restrictive means.
- 21 I. In-House Counsel: Attorneys who are employees of a Party to this
22 Action. In-House Counsel does not include Outside Counsel of Record
23 or any other outside counsel.
- 24 J. Non-Party: Any natural person, partnership, corporation, association, or
25 other legal entity not named as a Party to this action.
- 26 K. Outside Counsel of Record: Attorneys who are not employees of a party
27 to this Action, but are retained to represent or advise a party to this
28 Action and have appeared in this Action on behalf of that Party, or are

1 affiliated with a law form which has appeared on behalf of that Party, and
2 which includes support staff.

3 L. Party: Any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and support staffs.

5 M. Producing Party: A Party or Non-Party that exchanges and/or produces
6 information in this Action.

7 N. Professional Vendors: Persons or entities that provide litigation
8 support services and their employees and subcontractors.

9 O. Protected Material: Any information and/or Discovery Material that is
10 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
11 ATTORNEYS’ EYES ONLY.”

12 P. Receiving Party: A Party that receives information and/or Discovery
13 Material from a Producing Party.

14 **IV. SCOPE**

15 A. The protections conferred by this Stipulation and Order cover not only
16 Protected Material (as defined above), but also (1) any information copied or
17 extracted from Protected Material; (2) all copies, excerpts, summaries, or
18 compilations of Protected Material; and (3) any conversations by Parties or their
19 Counsel that might reveal Protected Material.

20 B. Any use of Protected Material at trial should be governed by the orders of
21 the trial judge. This Order does not govern the use of Protected Material at
22 trial.

23 C. The Parties and all signatories to the Certification attached hereto as
24 Exhibit A agree to be bound by this Stipulation and Protective Order pending its
25 approval and entry by the Court. In the event that the Court modifies this
26 Stipulation and Protective Order, or in the event that the Court enters a different
27 Protective Order, the Parties agree to be bound by this Stipulation and
28 Protective Order until such time as the Court may enter such a different Order.

1 It is the Parties' intent to be bound by the terms of this Stipulation and
2 Protective Order pending its entry so as to allow for the exchange of materials
3 designated as "Confidential" under the terms herein.

4 **V. DURATION**

5 A. The confidentiality obligations imposed by this Order shall remain in
6 effect until a Designating Party agrees otherwise in writing or a court order
7 otherwise directs. Final disposition shall be deemed to be the later of (1)
8 dismissal of all claims and defenses in this Action, with or without prejudice;
9 and (2) final judgment herein after the completion and exhaustion of all appeals,
10 rehearings, remands, trials, or reviews of this Action, including the time limits
11 for filing any motions or applications for extension of time pursuant to
12 applicable law.

13 **VI. DESIGNATING PROTECTED MATERIAL**

14 A. Exercise of Restraint and Care in Designating Material for Protection.

15 1. Each Party or Non-Party shall have the right to designate as
16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
17 EYES ONLY" any information defined as "Protected Material" that the
18 Designating Party believes in good faith believes to contain non-public
19 information that is entitled to confidential treatment under applicable law.

20 2. Mass, indiscriminate, or routinized designations are prohibited.
21 Designations that are shown to be clearly unjustified or that have been
22 made for an improper purpose (e.g., to unnecessarily encumber the case
23 development process or to impose unnecessary expenses and burdens on
24 other parties) may expose the Designating Party to sanctions.

25 3. If it comes to a Designating Party's attention that information or
26 items that it designated for protection do not qualify for protection, that
27 Designating Party must promptly notify all other Parties that it is
28 withdrawing the inapplicable designation.

1 B. Manner and Timing of Designations.

2 1. Except as otherwise provided in this Order, or as otherwise
3 stipulated or ordered, information and/or Discovery Material that
4 qualifies for protection under this Order must be clearly so designated
5 before the material is disclosed or produced.

6 2. Designation in conformity with this Order requires the following:

7 a. For information in documentary form (e.g., electronic
8 documents), that the Producing Party affix at a minimum, the
9 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
10 ATTORNEYS’ EYES ONLY”, to each page that contains
11 protected material. If only a portion or portions of the material on
12 a page qualifies for protection, the Producing Party also must
13 clearly identify the protected portion(s) (e.g., by making
14 appropriate markings in the margins).

15 b. A Party or Non-Party that makes original documents
16 available for inspection need not designate them for protection
17 until after the inspecting Party has indicated which documents it
18 would like copied and produced. During the inspection and before
19 the designation, all of the material made available for inspection
20 shall be deemed “CONFIDENTIAL” or “HIGHLY
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
22 inspecting Party has identified the documents it wants copied and
23 produced, the Producing Party must determine which documents,
24 or portions thereof, qualify for protection under this Order. Then,
25 before producing the specified documents, the Producing Party
26 must affix the “CONFIDENTIAL” or “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each
28 page that contains Protected Material. If only a portion or portions

1 of the material on a page qualifies for protection, the Producing
2 Party also must clearly identify the protected portion(s) (e.g., by
3 making appropriate markings in the margins).

4 c. For testimony given in depositions or in other pretrial
5 proceedings, that the Designating Party identify Discovery
6 Material on the record, before the close of the deposition all
7 protected testimony. When it is impractical to separately identify
8 each portion of testimony that is entitled to protection or it appears
9 that substantial portions of the testimony may qualify for
10 protection, the Designating Party may invoke on the record (before
11 the deposition or other proceeding is concluded) a right to have up
12 to 30 days from the date the transcript is received by counsel for
13 the Designating Party to identify the specific portions of the
14 testimony as to which protection is sought and to specify the level
15 of protection being asserted. Only those portions of the testimony
16 that are appropriately designated for protection within the 30 days
17 from the date the deposition transcript is received by counsel for
18 the Designating Party shall be covered by the provisions of this
19 Stipulated Protective Order. Alternatively, a Designating Party
20 may specify, at the deposition or up to 30 days from the date the
21 deposition transcript is received by counsel for the Designating
22 Party if that period is properly invoked, that the entire transcript
23 shall be treated as “CONFIDENTIAL” or “HIGHLY
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

25 Parties shall give the other parties notice if they reasonably expect
26 a deposition, hearing or other proceeding to include Protected
27 Material so that the other parties can ensure that only authorized
28 individuals who have signed the “Acknowledgment and

1 Agreement to Be Bound" (Exhibit A) are present at those
2 proceedings. The use of a document as an exhibit at a deposition
3 shall not in any way affect its designation as "CONFIDENTIAL"
4 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."
5 Transcripts containing Protected Material shall have an obvious
6 legend on the title page that the transcript contains Protected
7 Material, and the title page shall be followed by a list of all pages
8 (including line numbers as appropriate) that have been designated
9 as Protected Material and the level of protection being asserted by
10 the Designating Party. The Designating Party shall inform the
11 court reporter of these requirements. Any transcript that is prepared
12 before the expiration of a 30-day period for designation shall be
13 treated during that period as if it had been designated "HIGHLY
14 CONFIDENTIAL – ATTORNEYS' EYES ONLY" in its entirety
15 unless otherwise agreed. After the expiration of that period, the
16 transcript shall be treated only as actually designated.

17 d. For information produced in form other than document and
18 for any other tangible items, that the Producing Party affix in a
19 prominent place on the exterior of the container or containers in
20 which the information is stored the legend "CONFIDENTIAL" or
21 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." If only a portion or portions of the information warrants protection,
22 the Producing Party, to the extent practicable, shall identify the
23 protected portion(s).

24 C. Inadvertent Failure to Designate.

25 1. If timely corrected, an inadvertent failure to designate qualified
26 information or items does not, standing alone, waive the Designating
27 Party's right to secure protection under this Order for such material.

Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

C. Burden of Persuasion. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

A. Basic Principles.

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV (FINAL DISPOSITION) below.

1 2. Protected Material must be stored and maintained by a Receiving
2 Party at a location and in a secure manner that ensures that access is
3 limited to the persons authorized under this Order.

4 B. Disclosure of “CONFIDENTIAL” Information:

5 1. Unless otherwise ordered by the Court or permitted in writing by
6 the Designating Party, a Receiving Party may disclose any information or
7 item designated “CONFIDENTIAL” only to:

- 8 a. Outside Counsel of Record;
- 9 b. The officers, directors, and employees of the Receiving
10 Party to whom disclosure is reasonably necessary for this
11 Action;
- 12 c. Experts (as defined in this Order) of the Receiving Party to
13 whom disclosure is reasonably necessary for this Action and
14 who have signed the “Acknowledgement and Agreement to
15 Be Bound” (Exhibit A);
- 16 d. The Court and its personnel;
- 17 e. Court reporters and their staff;
- 18 f. Professional jury or trial consultants, mock jurors, and
19 Professional Vendors to whom disclosure is reasonably
20 necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to be Bound” attached as
22 Exhibit A hereto;
- 23 g. The author or recipient of a document containing the
24 information or a custodian or other person who otherwise
25 possessed or knew the information;
- 26 h. During their depositions, witnesses, and attorneys for
27 witnesses, in the Action to whom disclosure is reasonably
28 necessary provided: (i) the deposing party requests that the

witness sign the “Acknowledgment and Agreement to Be Bound,” and obtains such signature; and (ii) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

- i. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information:

1. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

- a. Outside Counsel of Record;
- b. One designated In-House Counsel attorney for the Receiving Party to whom disclosure is reasonably necessary for this Action and who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

- 1 d. The Court and its personnel;
- 2 e. Court reporters and their staff;
- 3 f. Professional jury or trial consultants, mock jurors, and
4 Professional Vendors to whom disclosure is reasonably
5 necessary for this Action and who have signed the
6 "Acknowledgment and Agreement to be Bound" attached as
7 Exhibit A hereto;
- 8 g. The author or recipient of a document containing the
9 information or a custodian or other person who otherwise
10 possessed or knew the information;
- 11 h. During their depositions, witnesses, and attorneys for
12 witnesses, in the Action to whom disclosure is reasonably
13 necessary provided: (i) the deposing Party has informed the
14 Designating Party in advance of such deposition and has
15 either obtained the Designating Parties' written approval
16 and/or allowed the Designating Party and opportunity to
17 object and seek a Court order preventing such disclosure; (ii)
18 the deposing party requests that the witness sign the
19 "Acknowledgment and Agreement to Be Bound," and
20 obtains such signature; and (iii) they will not be permitted to
21 keep any HIGHLY CONFIDENTIAL – ATTORNEYS'
22 EYES ONLY information unless otherwise agreed by the
23 Designating Party or ordered by the Court. Pages of
24 transcribed deposition testimony or exhibits to depositions
25 that reveal Protected Material may be separately bound by
26 the court reporter and may not be disclosed to anyone except
27 as permitted under this Stipulated Protective Order; and
- 28 i. Any mediator or settlement officer, and their supporting

1 personnel, mutually agreed upon by any of the parties
2 engaged in settlement discussions.

3 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
4 IN OTHER LITIGATION**

5 A. If a Party is served with a subpoena or a court order issued in other
6 litigation that compels disclosure of any information or items designated
7 in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY”, that Party must:

9 1. Promptly notify in writing the Designating Party. Such
10 notification shall include a copy of the subpoena or court order;

11 2. Promptly notify in writing the party who caused the subpoena or
12 order to issue in the other litigation that some or all of the material
13 covered by the subpoena or order is subject to this Protective Order.
14 Such notification shall include a copy of this Stipulated Protective Order;
15 and

16 3. Cooperate with respect to all reasonable procedures sought to be
17 pursued by the Designating Party whose Protected Material may be
18 affected.

19 B. If the Designating Party timely seeks a protective order, the Party served
20 with the subpoena or court order shall not produce any information designated
21 in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY” before a determination by the Court from which
23 the subpoena or order issued, unless the Party has obtained the Designating
24 Party’s permission. The Designating Party shall bear the burden and expense of
25 seeking protection in that court of its confidential material and nothing in these
26 provisions should be construed as authorizing or encouraging a Receiving Party
27 in this Action to disobey a lawful directive from another court.

1 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 A. The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
5 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information
6 produced by Non-Parties in connection with this litigation is protected by the
7 remedies and relief provided by this Order. Nothing in these provisions should
8 be construed as prohibiting a Non-Party from seeking additional protections.

9 B. In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party's confidential information in its possession, and the Party
11 is subject to an agreement with the Non-Party not to produce the Non-Party's
12 confidential information, then the Party shall:

13 1. Promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a
15 confidentiality agreement with a Non-Party;

16 2. Promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this Action, the relevant discovery request(s), and a
18 reasonably specific description of the information requested; and

19 3. Make the information requested available for inspection by the
20 Non-Party, if requested.

21 C. If the Non-Party fails to seek a protective order from this court within 14
22 days of receiving the notice and accompanying information, the Receiving
23 Party may produce the Non-Party's confidential information responsive to the
24 discovery request. If the Non-Party timely seeks a protective order, the
25 Receiving Party shall not produce any information in its possession or control
26 that is subject to the confidentiality agreement with the Non-Party before a
27 determination by the court. Absent a court order to the contrary, the Non-Party
28 shall bear the burden and expense of seeking protection in this court of its

1 Protected Material.

2 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

3 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
4 disclosed Protected Material to any person or in any circumstance not
5 authorized under this Stipulated Protective Order, the Receiving Party
6 must immediately: (1) notify in writing the Designating Party of the
7 unauthorized disclosures, (2) use its best efforts to retrieve all
8 unauthorized copies of the Protected Material, (3) inform the person or
9 persons to whom unauthorized disclosures were made of all the terms
10 of this Order, and (4) request such person or persons to execute the
11 “Acknowledgment and Agreement to be Bound” that is attached hereto
12 as Exhibit A.

13 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
14 PROTECTED MATERIAL**

15 A. When a Producing Party gives notice to Receiving Parties that certain
16 inadvertently produced material is subject to a claim of privilege or other
17 protection, the obligations of the Receiving Parties are those set forth in Federal
18 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
19 whatever procedure may be established in an e-discovery order that provides for
20 production without prior privilege review. Pursuant to Federal Rule of
21 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect
22 of disclosure of a communication or information covered by the attorney-client
23 privilege or work product protection, the parties may incorporate their
24 agreement in the Stipulated Protective Order submitted to the Court.

25 **XIII. MISCELLANEOUS**

26 A. Right to Further Relief.

27 1. Nothing in this Order abridges the right of any person to seek its
28 modification by the Court in the future.

1 B. Right to Assert Other Objections.

2 1. By stipulating to the entry of this Protective Order, no Party waives
3 any right it otherwise would have to object to disclosing any information
4 or item on any ground not addressed in this Stipulated Protective Order,
5 including but not limited to any Party's right to assert the attorney-client
6 privilege, the attorney work product doctrine, or other privileges, or any
7 party's right to contest such assertion. Similarly, no Party waives any
8 right to object on any ground to use in evidence of any of the material
9 covered by this Protective Order.

10 C. Filing Protected Material.

11 1. A Party that seeks to file under seal any Protected Material must
12 comply with Civil Local Rule 79-5. Protected Material may only be filed
13 under seal pursuant to a court order authorizing the sealing of the specific
14 Protected Material at issue. If a Party's request to file Protected Material
15 under seal is denied by the Court, then the Receiving Party may file the
16 information in the public record unless otherwise instructed by the Court.

17 **XIV. FINAL DISPOSITION**

18 A. After the final disposition of this Action, as defined in Section V, within
19 sixty (60) days of a written request by the Designating Party, each
20 Receiving Party must return all Protected Material to the Producing Party
21 or destroy such material. As used in this subdivision, "all Protected
22 Material" includes all copies, abstracts, compilations, summaries, and
23 any other format reproducing or capturing any of the Protected Material.
24 Whether the Protected Material is returned or destroyed, the Receiving
25 Party must submit a written certification to the Producing Party (and, if
26 not the same person or entity, to the Designating Party) by the 60-day
27 deadline that (1) identifies (by category, where appropriate) all the
28 Protected Material that was returned or destroyed and (2) affirms that the

1 Receiving Party has not retained any copies, abstracts, compilations,
2 summaries or any other format reproducing or capturing any of the
3 Protected Material. Notwithstanding this provision, Outside Counsel of
4 Record are entitled to retain an archival copy of all pleadings, motion
5 papers, trial, deposition, and hearing transcripts, legal memoranda,
6 correspondence, deposition and trial exhibits, expert reports, attorney
7 work product, and consultant and expert work product, even if such
8 materials contain Protected Material. Any such archival copies that
9 contain or constitute Protected Material remain subject to this Protective
10 Order as set forth in Section V.

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1 **XIV. VIOLATIONS**

2 Any violation of this Order may be punished by appropriate measures including
3 contempt proceedings and/or monetary sanctions.

4
5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6
7 Dated: 07/23/2025 /s/ Zachary T. Timm
8 Zachary T. Timm,
9 Attorney for Plaintiff Epson America, Inc.

10 Dated: 07/23/2025 /s/ David J. Tsai
11 David J. Tsai,
12 Attorney for Defendant Nomvdic Corp.

13
14 **SIGNATURE ATTESTATION**

15 Pursuant to Civil Local Rule 5-4.3.4(a)(2)(i), I, Zachary T. Timm, attest that all
16 other signatories listed, and on whose behalf this filing is submitted, concur in the
17 filing's content and have authorized the filing.

18 By: /s/ Zachary T. Timm
19 Zachary T. Timm

20
21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22
23 Dated: July 30, 2025



24 HONORABLE KAREN E. SCOTT
25 United States Magistrate Judge

1 EXHIBIT A

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of _____
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Central District of California,
7 Southern Division on _____ [DATE] in the case of *Epson America, Inc. v.*
8 *NOMVDIC Corporation*, Case No. 8:25-cv-00039-JVS-KES. I agree to comply with
9 and to be bound by all the terms of this Stipulated Protective Order and I understand
10 and acknowledge that failure to so comply could expose me to sanctions and
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in
12 any manner any information or item that is subject to this Stipulated Protective Order
13 to any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print or type
18 full name] of _____ [print or type full address and telephone
19 number] as my California agent for service of process in connection with this action or
20 any proceedings related to enforcement of this Stipulated Protective Order.

21
22 Date: _____

23 City and State where sworn and signed: _____

24 Printed Name: _____

25 Signature: _____